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REMARKS

Claims 1-16 were present in the application. Claims 2, 6, 8, and 12-14 have been canceled. Claims 1, 3-5, 7, 9-11, 15 and 16 have been amended. No claims have been added. Thus claims 1, 3-5, 7, 9-11, 15 and 16 remain subject to continued examination. Each of these claims is believed to be in condition for allowance. Accordingly, an action to that effect is requested at this time.

FORMAL REJECTIONS:

Claims 1, 5-7, 11-13 and 16 and claims depending therefrom were rejected under 35 U.S.C. 112 second paragraph due to use of the phrase "such as" and "or the like" in the claims. The claims in question have been amended to remove such recitals.

Claims 1, 6, 7, 12 and 13 were rejected under 35 U.S.C. 112 second paragraph due to use of the phrase "all white (no dye applied)." The claims in question have been amended to remove such recitals.

Claims 7, 11 and 12 were rejected under 35 U.S.C. 112 second paragraph due to use of the phrase "sisal-like." In particular, the Office Action indicates that it is unclear whether the flooring is "sisal-like." in surface texture, structure, color, durability, price or some other characteristic. In order to address this rejection, the claims in

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question have been amended to either eliminate the phrase in question or to clearly recite that the flooring is sisal-like in surface texture.

Claim 13 was rejected under 35 U.S.C. 112 second paragraph due to use of the phrase "woven looking flooring." The cancellation of claim 13 is believed to obviate this rejection.

Claim 14 was rejected under 35 U.S.C. 112 second paragraph on grounds that the term "bundled" was unclear. The cancellation of claim 14 is believed to obviate this rejection.

ANTICIPATION REJECTIONS:

Claims 1, 2, 5-8, 11-14 and 16 were rejected under 35 U.S.C. 102(b) as being anticipated by the Shoshkes publication, *Contract Carpeting*, pages 32-46 ("Shoshkes").

Claims 12-14 and 16 were rejected under 35 U.S.C. 102(b) as being anticipated by U.S. patent 4,188,216 to Blumenhaus. Continued rejection on these grounds is respectfully traversed and reconsideration is respectfully requested at this time.

A claim is anticipated only if each and every element as set forth in the claim is found, either expressly or inherently described in a single prior art reference. It is respectfully submitted that neither Shoshkes nor Blumenhaus satisfies this rigorous standard.

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As regards Shoshkes, each of the claims now calls for dyeing or printing a design or pattern on a woven carpet substrate by application of dye. As best understood, Shoshkes does not disclose the ability to pattern print woven carpet constructions. The reference does disclose printing of carpet using roller printing and screen printing to copy the look of woven carpet such as Axminsters and Wiltons but it does not disclose printing woven carpets themselves. Certainly there is no disclosure of printing using a plurality of cooperating dye points at a number of dots per inch (DPI) across a woven carpet as recited in claims 3, 9 and 15. Rather, as best understood, Shoshkes clearly contemplates that woven carpets will necessarily be patterned by yarn selection. In this regard, it is noted that in the discussion of velvet woven carpet it is stated that velvets are limited in design to solid colors and variations of stripes and checks. Thus, the requisite teaching of the ability to print woven carpet substrates is lacking in Shoshkes and any outstanding anticipation rejection should not be maintained.

As regards Blumenhaus, each of the claims recites a woven substrate. As pointed out at paragraph 14 of the Office Action, Blumenhaus is silent with respect to such substrates. Thus, Blumenhaus appears to be deficient as an anticipatory reference.

In view of the deficiencies of Shoshkes and Blumenhaus as anticipatory references, it is respectfully submitted that all anticipation rejections should be withdrawn at this time.

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Claims 12-14 and 16 were rejected under 35 U.S.C. 102(e) as being anticipated by U.S. application 2002/0034607 to Stoyles. Claims 12-14 have been canceled and claim 16 has been amended to depend from claim 15 which has been rewritten in independent form. Thus, it is respectfully submitted that all rejections on the basis of Stoyles have been obviated.

OBVIOUSNESS REJECTIONS:

Claims 1-11 and 15 were rejected under 35 U.S.C. 103(a) as being obvious over Blumenhaus in view of Shoshkes. Continued rejection on this basis is respectfully traversed and reconsideration is requested at this time. Applicants respectfully submit that absent the application of hindsight reconstruction based on the teachings of the present application there would be no reasonable motivation for engaging in the proposed combination and certainly no reasonable expectation that such a combination would be successful. Accordingly, applicants respectfully submit that a *prima facie* case of obviousness is not established by the art relied upon.

As stated at MPEP §2143, in order to establish a *prima facie* case of obviousness there must be some suggestion or motivation, either in references themselves or in the knowledge generally available to one of ordinary skill in the art, to modify the references, or to combine reference teachings. Moreover, there must be a reasonable expectation of success. The suggestion to make the claimed combination and the reasonable expectation of success must be found in the prior art, not in

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applicant's disclosure. *In re Vaeck*, 947 F.2d 488, 20, USPQ2d 1438 (Fed. Cir. 1991). MPEP §2143.01 goes on to state that the mere fact that references can be combined or modified does not render the resultant combination obvious unless the prior art also suggests the desirability of the combination.

As best understood, the obviousness rejection is premised upon the basic proposition that it would have been obvious to employ the printing techniques of Blumenaus to woven pile carpets. Applicants respectfully submit that such a combination is actually contrary to the accepted wisdom in the art reflected by Blumenaus and Shoshkes. Thus, when Blumenous and Shoshkes are considered in their entirety, they actually teach away from the present invention.

Each of the current claims calls for a woven carpet substrate formed from carpet yarns. Moreover, claims 7 and 9 (and the claims depending therefrom) call for the woven surface to have raised knuckles and interstitial depressions. The interweaving of carpet yarns creates a surface which undulates as the yarns pass above and beneath one another. Moreover, due to the relatively heavy nature of carpet yarns these undulations are pronounced.

The teachings in Shoshkes weigh against the proposed combination. In particular, Shoshkes appears to reflect the prior accepted wisdom that printing is used in place of carpet weaving and not in combination with carpet weaving. This is reflected

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by the clear statement that a woven velvet is limited in design to solid colors and variations of stripes and checks.

The teachings of Blumenhaus likewise weigh against a finding of obviousness. In particular, as best understood the technique in Blumenhaus is limited exclusively to flat materials. (Col. 1, line 10). Thus, there could be no legitimate expectation of success in the printing of a woven irregular surface such as recited in claims 7 and 9 (and the claims depending therefrom).

As stated at MPEP §2145, "The totality of the prior art must be considered, and preceding contrary to accepted wisdom in the art is evidence of nonobviousness." The present invention is clearly contrary to accepted wisdom as reflected by the teachings of Shoshkes and provides the ability to print a range of materials beyond the boundaries contemplated by Blumenhaus. Thus, it is respectfully submitted that the totality of the art weighs against a determination of obviousness and that the outstanding rejection on that ground should not be maintained.

CONCLUSION:

On the grounds as set forth above, Applicants respectfully request that all remaining claims be passed to issue. While an attempt has been made to address all outstanding issues, to any extent that one or more issues remain, the undersigned respectfully requests a telephone conference to resolve such issues.

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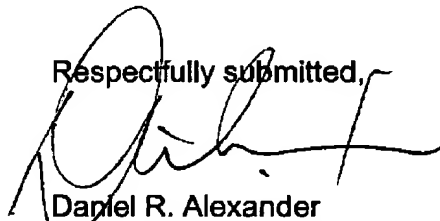
EXTENSION OF TIME / FEE AUTHORIZATION:

While this amendment is believed to be timely, to any extent required a petition for an extension of time is hereby made.

Please charge any fees or credit any overpayment in connection with this Amendment (including any extension of time fee) to Deposit Account 04-0500.

June 30, 2003

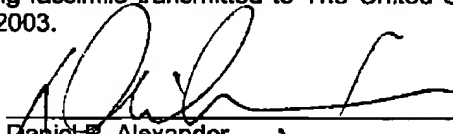
Respectfully submitted,



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CERTIFICATE OF TRANSMISSION

I hereby certify that this correspondence is being facsimile transmitted to The United States Patent and Trademark Office at 703-872-9310 on June 30, 2003.



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